

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: July 20, 2005

Division: County Administrator

Bulk Item: Yes ☐ No ☐

Department: County Administrator

Staff Contact Person: Connie Cyr

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**AGENDA ITEM WORDING:** Approval of Retainer Agreement with Jerry Coleman for Legal Services for the Workforce Housing Committee.

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**ITEM BACKGROUND:**

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**PREVIOUS RELEVANT BOCC ACTION:**

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**CONTRACT/AGREEMENT CHANGES:**

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**STAFF RECOMMENDATIONS:**

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**TOTAL COST:** \$250.00 per hour

**BUDGETED:** Yes ☐ No ☒

**COST TO COUNTY:** \_\_\_\_\_

**SOURCE OF FUNDS:** \_\_\_\_\_

**REVENUE PRODUCING:** Yes ☐ No ☐ **AMOUNT PER MONTH** \_\_\_\_\_ **Year** \_\_\_\_\_

**APPROVED BY:** County Atty ☐ OMB/Purchasing ☐ Risk Management ☐

**DIVISION DIRECTOR APPROVAL:**

Thomas J. Willi

(TYPE NAME HERE)

**DOCUMENTATION:** Included ☒

Not Required ☐

**DISPOSITION:** \_\_\_\_\_

**AGENDA ITEM #** \_\_\_\_\_

Truman Annex  
Building 21 Second Floor  
Key West, Florida

**JERRY COLEMAN, P.L.**  
201 Front Street, Suite 203  
Key West, Florida 33040  
(Admitted Florida and New York)

TEL 305-292-3095  
FAX 305-296-6200  
E-MAIL:  
jerrycolemanpl@bellsouth.net

In recent years the Key West and the Florida Keys' economy has become increasingly real estate driven and our practice reflects this trend. We offer legal counsel relating to land use and real estate transactions throughout Florida. We also provide routine real estate related services where limited legal counsel is required. Moreover, our firm has provided legal services for non-profit entities active in providing affordable housing within Monroe County, Florida.

### Legal Services

- Real Estate Contract Law
- Real Estate Construction Law
- Real Estate Brokerage and Sales Law
- Land Use and Zoning Law
- Negotiated Settlement of Litigable Disputes
- Wills, Powers of Attorneys and Health Care Proxies

### Transactional Services

- Title Evaluation and Title Insurance Services
- Escrow Services
- Closing Services
- Document Preparation and Execution Services

Firm principal attorney Jerry Coleman was born in Ft. Myers (Lee County), Florida, and grew up in Marathon, the "Heart of the Florida Keys." After college in Tallahassee, Mr. Coleman served as a U.S. Air Force pilot before attending law school at Columbia University. Mr. Coleman served as a litigation associate for large New York-based multinational law firms Rogers & Wells (now Clifford Chance), and later, Simpson Thacher & Bartlett—and as an associate for antitrust matters in Washington, D.C. Mr. Coleman purchased a small condo unit in Key West's Truman Annex in 1990, returning to the Keys fulltime in 1998. Mr. Coleman's Florida practice originally emphasized zoning litigation, family law and probate, municipal and county code enforcement and commercial litigation. Mr. Coleman served on the Monroe County Planning Commission (the County's planning and zoning board) for three years and as the Commission's Chairman until 2004. Since then, Mr. Coleman's practice has been rapidly redirected towards its present transactional real estate emphasis.

- J.D. from Columbia Law School (New York City)
- B.S. Business Administration from Florida State University (Tallahassee)
- Admitted New York 1994
- Admitted Florida 1999

United States District Court for the Southern  
District of New York  
United States District Court for the Eastern of  
New York

United States District Court for the Southern District of  
Florida  
United States District Court for the Northern District of  
Florida

Mr. Coleman is a Member of the Florida Bar Real Property Probate and Trust Law Section, the Monroe County Estate Planning Council and the Monroe County Bar Association. Mr. Coleman is also a Florida-licensed real estate sales associate. Mr. Coleman has served as as legal and planning advisor to the Monroe County Citizen's Code Committee, as counsel for Habitat for Humanity of Key West & Lower Florida Keys, Inc., as member of the Superintendent of Schools Affordable Housing Task Force and a board member of the Florida Keys Community Housing and Land Trust, Inc.

**Monroe County Board of County Commissioners**

**TERMS AND CONDITIONS OF JERRY COLEMAN, P.L.'S  
REPRESENTATION AND STANDARD BILLING POLICY**

1. The subject of this representation is legal advice on land use and real estate law matters related to affordable housing issues, specifically relating to work carried out by the County's Affordable Housing Task Force, and other legal advice on affordable housing issues as needed. Work is anticipated to include meeting attendance by an attorney of the firm as required, as well as preparation, legal research and writing and such tasks as may be required by the Task Force.
2. Jerry Coleman, P.L. will charge on the actual hours and fraction of hours required for our staff to accomplish the representation. The rates charged will be \$250.00 per hour for attorney services, and wherever appropriate, a lesser hourly rate of paralegals performing the services (see attached Standard Billing Policy). We are mindful of the cost of legal services, and understand that every client wishes to avoid unnecessary expense. Accordingly, we will utilize associates, paralegals and other professionals whenever we believe their use is appropriate. A new Standard Billing Policy may be issued periodically in the future. Charges for all professional services, including representation initiated prior to the date of the new Standard Billing Policy, will be based on the new Standard Billing Policy as of its effective date. Any out-of-town travel time will be charged at standard hourly rates beginning with departure from our office and concluding with return to our office.
3. In addition to the fees referenced above, you will be responsible for all out-of-pocket costs and expenses incurred by Jerry Coleman, P.L. in connection with this representation, which include copying, express mail charges, long distance telephone charges, facsimile charges, computerized legal research, out-of-town travel (airfare or auto rental, meals and lodging) and charges of any expert witness if required. This may not be a complete catalogue of all the direct costs, but it is reasonably representative and reflective of the costs that may be incurred.
4. Jerry Coleman, P.L. will keep careful records of the dates services are rendered and the nature of the services. These will be summarized in a statement showing this information submitted to the client on usually a monthly basis. The statements will also detail the direct costs advanced on your behalf which are due and payable with the fees.
5. Jerry Coleman, P.L. fees and costs are due and payable within thirty days after the date of the monthly statement. In the event the monthly statement is not paid within thirty days after the date of the statement, a 1.5% per month service charge will be added to the outstanding balance due. In the event the monthly statement is not paid within forty-five days after the date of the statement, it is agreed and understood that Jerry Coleman, P.L. is authorized to terminate further professional services on your behalf. In that event, it is agreed that Jerry Coleman, P.L. will be released of all further duties or obligations with regard to performance of further professional services on your behalf.
6. ~~Jerry Coleman, P.L. requires a minimum retainer in the amount of Two Thousand Dollars (\$2,000.00) to be paid in advance. This sum will be held in trust and applied to the last bill at the conclusion of the representation, with any balance remaining refunded to the client. The amount of the retainer is based upon a number of factors, including the complexity of the case, the anticipated time to be devoted to the case, the expenses and costs, and the likelihood of the firm having to turn away future work due to a potential conflict.~~
7. Waiver of Prospective Conflicts of Interest. Because Jerry Coleman, P.L. is a full-service law firm with many clients and matters throughout the County and the State of Florida, attorneys in one office

or practice area may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be foreclosed in an appropriate situation from retaining a law firm that competes with Jerry Coleman, P.L., our firm wishes to be able to consider the representation of multiple competitors in your industry or other clients who may have interests that are potentially adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics governing the legal profession permit law firms to accept such multiple representations assuming the following criteria are met: (i) there is no substantial relationship between any matter in which we are representing or have represented you and the matter for the other client; (ii) our representation of the other client will not compromise any confidential information we have received from you; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the clients have consented in writing based on our full disclosure of the relevant facts, circumstances and implications of our undertaking the two representations. By your agreement to the firm's Terms and Conditions of Representation, you waive prospective and potential conflicts of interest where the above four criteria are met. You will retain the right, of course, to contest in good faith our representation that these criteria have been met, in which event we would have the burden of demonstrating that the criteria are met. It is understood that we will at all times adhere to all applicable requirements of the Code of Professional Responsibility in our representation of you and that you are not consenting to our representation of interests adverse to yours in a matter that is substantively related to the one we are undertaking herein. Furthermore, at no time will an attorney or other professional undertake a representation that would be adverse to your interests.

8. STANDARD BILLING POLICY - Effective January 1, 2005

**Standard Hourly Fees:**

Jerry Coleman, Esq.	\$250
John Rockwell, Esq.	\$250
Shannon McDonald	\$100
Jennie Solis	\$ 75

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If the Terms and Conditions of Jerry Coleman, P.L.'s Representation and Standard Billing Policy are acceptable to you, please sign below and return a copy with an original signature, ~~along with your retainer,~~ to the attorney whose name appears below. Your signature hereon constitutes your certification that you are duly authorized to execute this agreement on behalf of the Monroe County Board of County Commissioners, and that you agree to the above-stated Terms and Condition on behalf of such entities.

For Monroe County Board of County Commissioners

By \_\_\_\_\_

Monroe County Board of County Commissioners  
July 18, 2005  
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Date: July \_\_\_\_, 2005

Billing/Responsible Attorney:

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Key West, Florida 33040  
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Fax: (305) 296-6200  
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